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*Attorneys for Defendant Imperial Pacific International (CNMI), LLC*

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN MARIANA ISLANDS**

TIANMING WANG, *et al.*,

Plaintiffs,

v.

GOLD MANTIS CONSTRUCTION  
 DECORATION (CNMI), LLC, *et al.*,

Defendants.

Case No. 18-cv-00030

**STIPULATION TO EXTEND TIME  
 FOR PLAINTIFFS' REPLY BRIEF  
 FOR MOTION REGARDING RENTS**

Hearing Date: August 18, 2022

Hearing Time: 10:00 a.m.

Judge: Hon. Ramona V. Manglona

Plaintiffs and Defendant Imperial Pacific International (CNMI), LLC ("IPI"), through their counsel, hereby agree as follows:

1. On February 9, 2022, Plaintiffs in this matter entered an Agreement to Stay Enforcement (ECF No. 501, the "Stay Agreement") with Defendant Imperial Pacific International (CNMI), LLC ("IPI"), East Gain Global (CNMI), Ltd. ("East Gain Global"), Proper Grand (CNMI), LLC ("Proper Grand"), and Harvest Ventures Properties LLC ("Harvest Ventures") (with IPI, East Gain Global, Proper Grand, and Harvest Ventures jointly referred to as the "Real Estate Parties"). Plaintiffs also executed Leasehold Mortgages, dated February 3, 2022, with East Gain Global, Harvest Ventures, and Proper Grand (the "Mortgages"), which were incorporated into the Stay

1 Agreement. The Mortgages provide that in the event of a default under the Stay Agreement, *inter*  
2 *alia*, the relevant Mortgagor unconditionally assigns to Plaintiffs the rents and income of the  
3 relevant properties (the “Collateral Properties”) and confers upon Plaintiffs the right to collect the  
4 rents and incomes of the properties, and apply those proceeds against the Mortgagors’  
5 indebtedness. The Mortgagors also agreed that, upon default, they would deliver all prepaid rents  
6 and deposits to Mortgagee.  
7

8 2. On February 22, 2022, the Court issued an order directing the parties to comply with the  
9 Stay Agreement and retaining jurisdiction over its enforcement. (ECF 505). On May 27, 2022,  
10 the Court issued an order finding IPI in default of the Stay Agreement. (ECF 541). On July 12,  
11 2022, Plaintiffs filed a Motion to Order IPI and the Real Estate Parties to Deliver Rents (the  
12 “Motion”), asking the Court to order that the Real Estate Parties deliver to Plaintiffs all prepaid  
13 rents and security deposits for the Collateral Properties, copies of documentation and books and  
14 records related to the Collateral Properties, and all future rents and income received from the  
15 Collateral Properties until all monies owed by IPI to Plaintiffs are paid. (ECF 569). On July 26,  
16 2022, IPI filed its opposition to the Motion (ECF No. 573). Plaintiffs reply would be due on  
17 August 2, 2022. A hearing has been scheduled on this Motion for August 18, 2022 at 10:00 a.m.  
18 (ECF No. 572).  
19  
20

21 3. The parties have reached an agreement in principle to resolve the Motion by which the  
22 Real Estate Parties will deliver the “Net Rents” (all collected rents and income minus any  
23 reasonable expenses) to Plaintiffs on a monthly basis and agree to pay Plaintiffs’ fees and costs.  
24 However, additional time is needed to finalize the terms of the agreement and to collect all  
25 necessary signatures.  
26  
27  
28

1 4. The parties therefore request that Plaintiffs' deadline to file a reply brief be extended by  
2 one week to August 9, 2022 in order to give the parties time to try to finalize an agreement.

3 5. This is the first request for an extension and no other dates or deadlines are impacted by  
4 this extension.  
5

6  
7 Respectfully submitted this 2nd day of August, 2022.  
8

9 **Plaintiffs:**

10 /s/  
11 Aaron Halegua  
12 Bruce Berline  
13 *Attorneys for Plaintiffs*

**IPI:**

/s/  
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